

Please note – There are three attachments that can be obtained from Mary Wiederhold at (406) 444-2428.



**Montana Fish,
Wildlife & Parks**

**REQUEST FOR PROPOSAL
THIS IS NOT AN ORDER**

Department of Fish, Wildlife & Parks
Purchasing Unit
930 West Custer Avenue
P. O. Box 200701
Helena, Montana 59620-0701
Phone: (406) 444-2428
Fax: (406) 443-5653

Company Name/Address: (correct any errors)

RFP No.: **RFP FWP #020058**

RFP Title:
**CULTURAL RESOURCE
INVESTIGATION AT CHIEF PLENTY
COUPS STATE PARK**

Pages: 1-27, ATTACHMENTS (B-D)

SEALED PROPOSALS will be accepted until **2:00 p.m.** on:
Friday, March 8, 2002

Issued by:
Mary Wiederhold, Purchasing Officer

**MARK FACE OF THE PROPOSAL ENVELOPE UNDER
YOUR RETURN ADDRESS WITH THE FOLLOWING:**

**RFP FWP #020058
03/08/02**

RETURN YOUR PROPOSAL TO:

Department of Fish, Wildlife & Parks
930 West Custer Avenue
P.O. Box 200701
Helena, MT 59620-0701

SPECIAL INSTRUCTIONS:

PLEASE COMPLETE

Delivery Date:

Payment Terms: Net 30 Days

Company Name/Address: (if different)

Phone: ()

Fax: ()

Offeror Name:
(please print)

Federal I.D.
No.:

Signature of
Offeror:

**IMPORTANT
SEE STANDARD TERMS & CONDITIONS**

Standard Terms and Conditions

By submitting a bid, proposal, or limited solicitation, or acceptance of a contract, the vendor agrees to the following binding provisions:

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS: Any business entity, domestic or foreign, intending to transact business in Montana must apply for authority to do so with the Montana Secretary of State. Foreign business entities are obligated to determine whether they are transacting business in Montana, in accordance with sections 35-1-1026 and 35-8-1001, MCA, and if so, must apply for and receive a certificate of authority and continue to be in good standing with the Secretary of State for the duration of the contract. Violation of these requirements may void the contract. Proof of authority is required. Questions or registration may be accomplished by contacting the Secretary of State at (406) 444-3665 or by e-mail at <http://sos.state.mt.us/css/index.asp>.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the Fish, Wildlife & Parks. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will not be accepted for invitations for bids.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

INTELLECTUAL PROPERTY: All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by the contract must be available to the State for royalty-free and nonexclusive licensing. The contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of the contract. The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the State is allowed 30 days to pay such invoices.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see www.discoveringmontana.com/doa/ppd under Reciprocal Preference.

REFERENCE TO CONTRACT: The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

REQUEST FOR PROPOSAL

FOR

A

Cultural Resource Investigations at
Chief Plenty Coups State Park

FOR THE STATE OF MONTANA

RFP FWP #020058

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SCHEDULE OF EVENTS

<u>Event</u>	<u>Date</u>
RFP Released.....	January 23, 2001
Deadline for Receipt of Written Inquiries.....	February 14, 2002
Written Responses Distributed.....	February 22, 2002
Proposal Due Date.....	March 8, 2002
Intended Date for Contract Award.....	April 1, 2002

NOTICE

From the issuance date of this RFP until a Contractor(s) is selected and the selection is announced, offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Mary Wiederhold, the designated representative of the Fish, Wildlife & Parks. Any unauthorized contact may disqualify the offeror from further consideration.

Contracts Officer: Mary Wiederhold
Telephone Number: (406)444-2428
Fax Number: (406)443-5653
E-mail Address: mwiederhold@state.mt.us

SECTION 1

GENERAL INFORMATION

1.0 Introduction

The STATE OF MONTANA, Fish Wildlife and Parks (FWP), (hereinafter referred to as “the State”) is pleased to invite you to submit a proposal for a cultural resource investigations at Chief Plenty Coups State Park, located in Pryor, Montana, approximately 35 miles from Billings, Montana. FWP is seeking proposals from qualified cultural resource firms to identify cultural resource impacts of the proposed construction project and to develop and implement a research / mitigation plan. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

1.1 Request for Proposal Standard Information

This Request for Proposal is issued in accordance with section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the Request for Proposal, will be used.

1.1.1 Receipt of Proposals and Public Inspection

Upon receipt of proposals, all marked trade secrets and company financial information will be removed from the proposals and provided only to the evaluation committee members or persons participating in the contracting process (see Section 1.1.7 “Claims to Keep Information Confidential” statement below). All remaining proposal materials will be available for public inspection and copying shortly after the deadline for submission of proposals. In addition, all meetings of the evaluation committee are open to the public for observation.

1.1.2 Initial Classification

All proposals will be initially classified as being responsive or nonresponsive, according to ARM 2.5.602. If a proposal is found to be nonresponsive, it will not be considered further.

1.1.3 Evaluation

All responsive proposals will be evaluated based on stated evaluation criteria. Submitted proposals must be complete at the time of submission and may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested in the state's RFP document.

1.1.4. Discussion/Negotiation

Although proposals may be accepted and a contract awarded without discussion, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Billings, Montana, to discuss technical and contractual aspects of the proposal.

1.1.5. Best and Final Offer

The “Best and Final Offer” is an option available to the State under the RFP process which permits the State to request a "best and final offer" from one or more offerors. Offerors may be contacted asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

1.1.6 Award

Award will be made to the proposal offered by a responsive and responsible offeror which is determined to best meet the evaluation criteria and is therefore the one most advantageous to the State.

1.1.7 Claims to Keep Information Confidential

- (1) All information received in response to this RFP will be available for public inspection except for:
 - (a) trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA;
 - (b) matters involving individual safety as determined by the department;
 - (c) financial information requested by the department to establish offeror responsibility unless prior written consent has been given by the offeror, as set out in section 18-4-308, MCA; and
 - (d) other constitutional protections.
- (2) In order for an offeror to request that material be kept confidential as permitted in (1) (a) through (d), the following conditions must be met:
 - (a) Confidential information must be clearly marked and separated from the rest of the proposal.
 - (b) The proposal may not contain confidential material in the cost or price.
 - (c) An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, must be attached to each proposal containing trade secrets. Counsel must use the State of Montana “Affidavit for Trade Secret Confidentiality” in requesting the trade secret claim.

This affidavit form is available at the State Procurement Bureau's website: www.state.mt.us/doa/ppd/tradesecretaffidavit.pdf or by calling (406) 444-2428.
 - (d) Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.
- (3) Documents not meeting all of the requirements of (1) and (2) will be available for public inspection, including copyrighted material.

1.2 Late Proposals

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.3 Preparing a Response

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of all requirements will be determined by Fish, Wildlife & Parks. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.3.1 Offerors shall promptly notify the State of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.

1.3.2 Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the Fish, Wildlife & Parks, Purchasing Unit by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

Questions for RFP FWP #020058
Mary Wiederhold, Purchasing Officer
PO Box 200701
Helena MT 59620-0701
Telephone Number: (406)444-2428
Fax Number: (406)443-5653
E-mail Address: mwiederhold@state.mt.us

1.3.2.1 Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. **An official written answer will be provided to all questions received by 2 p.m. (local time) on February 14, 2002.** Written questions received after the deadline may not be considered.

1.3.2.2 Responses to written questions will be posted on the FWP's website at <http://www.fwp.state.mt.us/notices/default.asp> on or before February 22, 2002.

1.3.3 Any interpretation, correction, or change to this RFP will be made by written Addendum. Interpretations, corrections or changes to this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections, or changes.

1.3.4 The Fish, Wildlife & Parks, Purchasing Unit, State of Montana will issue any necessary Addenda.

1.3.5 A point-by-point response to all numbered sections, subsections, and appendices must be submitted by each offeror in order to be considered for selection.

- 1.3.5.1** Offerors must organize proposals into sections following the format of this RFP, with tabs separating each section.

If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

“(Offeror’s Name)”, understands and will comply.

Points may be subtracted for non-compliance with these specified proposal format requests. The State may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

An Offeror responding to a question with a response similar to, “Refer to our literature...” or “Please see www.....com” may be deemed non-responsive or receive point deductions. All materials related to a response must be submitted to the State in the RFP response and not just referenced. Any references in an answer to another location in the RFP materials shall have specific page numbers and sections stated in the reference. Each question is scored independently of one another and the scoring is based solely on the information provided in the response to the specific question. **(The Evaluation Team is not required to search through literature to find a response.)**

1.4 Submitting a Proposal

Offerors must submit one original and four copies to the Fish, Wildlife & Parks, Purchasing Unit. **Proposals must be received at the receptionist's desk of the Fish, Wildlife & Parks, Purchasing Unit prior to 2 p.m. local time, March 8, 2002. Proposals received after this time will not be accepted for consideration. Facsimile or electronic submissions are not acceptable. (See Section 1.2.)**

- 1.4.1** Each offeror who submits a proposal represents that:

- 1.4.1.1** The proposal is based upon an understanding of the specifications and requirements described in this RFP.
- 1.4.1.2** Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.
- 1.4.1.3** All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

- 1.4.2** The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.

1.4.3 A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission, or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

1.5 Rights Reserved

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award a contract. Upon a determination such actions would be in its best interests, the State in its sole discretion reserves the right to:

- (a) waive any formality;
- (b) cancel or terminate this RFP;
- (c) reject any or all proposals received in response to this document;
- (d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal;
- (e) not award, or if awarded, terminate any contract if the State determines adequate state funds are not available.

1.6 Offeror Interview / Product Demonstration

After receipt of all proposals and prior to the determination of the award, respondents may be required to make an oral presentation and product demonstration in Billings, Montana, to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

1.7 Subcontracting

The successful offeror will be the prime contractor and shall be responsible, in total, for all work of any subcontractors. All subcontractors must be listed in the proposal. The State reserves the right to approve all subcontractors.

1.7.1 The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.8 General Insurance Requirements

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. The insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000.00 per occurrence and \$600,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, employees, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificates of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's purchase order number or contract number. This insurance must be maintained for the duration of the contract. The Fish, Wildlife & Parks, Purchasing Unit, P.O. Box 200701, Helena, MT 59620-0701, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc.

1.9 Workers' Compensation Insurance/Independent Contractor's Exemption

The successful offeror is required to supply the Fish, Wildlife & Parks, Purchasing Unit with proof of Workers' Compensation Insurance or Independent Contractor's Exemption covering the offeror while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the offeror nor its employees are employees of the State. The proof of insurance/exemption must be valid for the entire contract period and must be received by the Fish, Wildlife & Parks, Purchasing Unit, P.O. Box 200701, Helena, MT 59620-0701, within 10 working days of the issuance of a Request for Documents notice.

Contracts will not be issued to offerors who fail to provide the required documentation within the allotted timeframe.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be obtained through the Department of Labor and Industry, Employment Relations Division (406) 444-1446.

1.10 Compliance with Laws

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

1.11 Offeror Competition

The State encourages free and open competition among offerors. Whenever possible, specifications, proposal requests, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services.

1.11.1 The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

1.12 Contract Provisions and Terms

1.12.1 This RFP and any addenda, the offeror's response including any amendments, any best and final offers, any clarification question responses, and any negotiations shall be included in any resulting contract. Appendix A contains the contract terms and conditions which will form the basis of any contract between the State and the successful offeror. The contract language contained in Appendix A does not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern.

1.12.2 Offerors should notify the State of any terms within the sample contract that either preclude them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written inquiries.

SECTION 2

SCOPE OF PROJECT

2.0 Overview

The STATE OF MONTANA, Fish Wildlife and Parks, (hereinafter referred to as “the State”) is pleased to invite you to submit a proposal for a cultural resource investigations at Chief Plenty Coups State Park, located in Pryor, Montana, approximately 35 miles from Billings, Montana. FWP is seeking proposals from qualified cultural resource firms to identify cultural resource impacts of the proposed construction project and to develop and implement a research / mitigation plan.

The State is proposing to install a fire suppression irrigation system at Chief Plenty Coups State Park. This work will entail installation of a waterline from the existing water well near the museum to the Chief’s house, installation of a vault under the Chief’s house, in the existing crawl space, and an installation of cisterns or water tanks along the waterline route. The project will also replace an existing 4’ wide vault at the existing irrigation well with a 5’ wide vault and provide an underground electrical wire from the well to the Chief’s house. **(see Appendix B)**

Chief Plenty Coups State Park is an historic park and has national historic landmark status. It has been determined that the proposed project will likely impact site 24BH657 which has both historic and prehistoric components associated with it. Previous testing in 1993 in conjunction with foundation repair and reconstruction of the east porch encountered cultural materials. **(see Appendix C and D)** Several of these test units are in areas that are being proposed for the water line route.

2.1 Purpose

The purposes of the investigations are to:

- 2.1.1 Conduct a cultural resource survey and shovel testing along the waterline route to determine the extent of site 24BH657.
- 2.1.2 Determine how much of the proposed project will impact cultural site 24BH657.
- 2.1.3 Develop and implement a mitigation plan for the site relative to the impacts of the proposed construction project.
- 2.1.4 Develop recommendations for the management of the site.

2.2 Field Investigations

- 2.2.1 All field investigations shall be conducted by personnel directly supervised by an individual who meets or exceeds the Professional qualification standards required by the Archeological Resources protection Act and 42 CFR Part 7.
- 2.2.2 The contractor shall establish a permanent site datum for controlling horizontal and vertical measurements.

- 2.2.3 The contractor shall conduct subsurface testing utilizing professional archeological methods and techniques.
- 2.2.4 Each test unit shall be excavated in vertical units not to exceed 10 cm. If necessary, these may be reduced to 5 cm levels. The tests shall be excavated until non-cultural bearing materials are encountered.
- 2.2.5 All excavation units. Artifacts, features and associated items shall be accurately established in relation to the permanent site datum. The site shall be mapped and significant artifacts, artifact clusters, excavation units and features shall be represented on this map.
- 2.2.6 Material from each test unit shall be screened through a ¼" mesh screen. Test units within close proximity to the Chief's house shall be screened through a 1/8" mesh screen.
- 2.2.7 The contractor shall secure samples of organic materials as might be suitable for radiocarbon dating analysis. Locations of these samples shall be mapped on the site maps.
- 2.2.8 The contractor shall bag all artifacts recovered and label the bag with all providence information.

2.3 Analysis

- 2.3.1 After prior approval and at the direction of the State, the contractor shall submit for dating, samples taken from the site during the investigations to a responsible and reliable radiocarbon dating laboratory for analysis.
- 2.3.2 Contractor shall analyze cultural materials and faunal remains recovered from the site. Lithic analysis shall include type and description, photo or drawing of tools. Faunal analysis shall include species, individual counting and cultural modification. Interpretation of the cultural materials shall be included and clearly identified as interpretation.
- 2.3.3 After prior approval and at the direction of the State, the contractor shall submit obsidian samples for obsidian source analysis.

2.4 Technical report

- 2.4.1 The contractor shall prepare and submit a draft version and a final version of the technical report. The report shall be written in a clear understandable and professional style and shall include:
 - Title Page
 - Location of site
 - Description & purpose for Project
 - Environmental Setting
 - Prehistory & History
 - Field Methods

- Summary, Synthesis and Analysis of Findings
- Management recommendations
- References cited
- Tables as appropriate

Contractor should include figures to enhance the reader's understanding of the results of the research.

2.4.2 Both draft and final versions of technical reports will conform to documentation standards within the "Secretary of the Interior's Standards and Guidelines for Archaeological Documentation" and the referencing format shall conform to that standardized by the Society for American Archaeology.

2.4.3 The draft report may be submitted unbound; two copies are required

2.4.4 The final report shall address all of the comments of the State on the draft report. A total of five copies of the final report are required.

2.5 Other provisions

2.5.1 Contractor shall be responsible for obtaining an antiquities permit from the State Historic Preservation Office and the Department of Fish Wildlife and Parks.

2.5.2 The State is planning to construct the project after September 2nd 2002 therefore all testing, analysis and consultation with the State Historic Preservation Office must be complete by July 31, 2002.

SECTION 3

OFFEROR QUALIFICATIONS

- 3.0** The State may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.
- 3.1** The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that offeror is properly qualified to carry out the obligations of the contract.
- 3.2** In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by the State. **(Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal.)**
- 3.2.1 References.** Offeror shall provide a minimum of three (3) references that are using services of the type proposed in this RFP. The references should fall within the categories identified below. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer telephone number, a complete description of the service type, and dates the services were provided. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to perform the conditions of the contract. Negative references may be grounds for proposal disqualification. These references should include three projects of similar or larger size and scope.
- 3.2.2 Experience.** Offereor should have previous experience in cultural resource interpretation. The project manager named here will be responsible for conducting the day-to-day supervision of the project and will act as the project's liaison and contact person. A resume or summary of qualifications work experience, education, skills, etc which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract. The contractor should provide a listing of project personnel and their qualifications and experience. A minimum of three examples of previous experience in cultural resource interpretation must be provided. One example must detail the largest project completed and another must detail the most recently completed project. For each project, provide the project name and location, client and on-site contact with address/phone number.
- 3.2.3 Work Plan/Method of Providing Services.** Offeror should provide a detailed description of the specific methods to be used to provide the service needed as described in Section 2.0, Scope of Work. Given the budgetary information in Section 4.0, and timeframe, offeror should provide recommended cultural resource implementation concepts, detailed information. Offereor should provide a proposed schedule for the project completion. The description and methods provided should convincingly demonstrate that the offeror is capable of completing the work plan and objectives using the methods proposed.

SECTION 4

COST PROPOSAL

- 4.0 The proposed budget for this project including all investigations, tests and report writing should not exceed \$25,000.
- 4.1 Offeror must provide a detailed list of proposed project costs as a part of the proposal.

SECTION 5

EVALUATION CRITERIA

5.0 Evaluation Procedure

- 5.0.1** The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration.
- 5.0.2** The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek discussion/negotiation or a best and final offer before awarding a contract. Selection and award will be based on the offeror’s proposal and other items outlined in this RFP. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered and will have no bearing on any award.

5.1 Evaluation Criteria

Based on a maximum possible value of 250 points, the evaluation committee will review and evaluate the offers according to the following criteria:

5.1.1 References – Section 3.2.1 – (Pass/Fail)

If references are provided pursuant to the requirements of Section 3.2.1, the proposal will be granted a Pass. If references are not provided pursuant to the requirements of Section 3.2.1, the proposal will receive a Fail. References may be contacted for the top scoring offeror as a means to verify an offeror’s representations as to work experience and quality of service. Negative references may be grounds for proposal disqualifications.

5.1.2 Experience – Section 3.2.2 – (70 possible points)

Offeror must provide a detailed description of the specific experience, knowledge, skills and abilities that offeror possesses that meet the requirements spelled out in Section 3.2.2 which are necessary to provide cultural resource interpretation requirements as detailed in Section 2.0, Scope of Work.

5.1.3 Work Plan/Method of Providing Services – Section 3.2.3 – (80 possible points)

Information provided under Section 3.2.3 will be evaluated to determine if offeror has set out a method of providing a service that will accomplish the delivery of service detailed under, Section 2.0, Scope of Work.

5.1.4 Cost of Proposal – Section 4.0 – (100 possible points)

First, proposal will be scored on the cost proposal quoted in response to Section 4.0. The proposal setting forth the lowest overall cost will be awarded the 100 maximum possible points for this part. All other proposals will receive a percentage of points availed based on their cost relationship to the lowest. The scoring will be calculated as follows:

X = The proposal being scored
Y = The lowest responsive proposal

$Y/X \times 100$ = score for this part

Example: The lowest responsive proposal - \$20,000
 The proposal being scored = \$25,000

$20,000/25,000 \times 100 = 80$ points

APPENDIX A

SAMPLE CONTRACT

1. Parties
2. Effective Date, Duration and Renewal
3. Price Adjustments
4. Services and/or Supplies
5. Consideration/Payment
6. Access and Retention of Records
7. Assignment, Transfer and Subcontracting
8. Favorable Prices
9. Hold Harmless/Indemnification
10. Contract Performance Security
11. Insurance
12. Workers' Compensation/Independent Contractor
13. Intellectual Property
14. Compliance with Laws
15. Montana Product Preference
16. Contract Termination
17. Liaison and Service of Notices
18. Meetings
19. Choice of Law and Venue
20. Scope, Amendment and Interpretation
21. Execution

(INSERT PROJECT TITLE)

(insert date), 200()

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana **(insert agency name)**, (hereinafter referred to as “the State”), whose address and phone number are **(insert address)**, **(insert phone number)** and **(insert name of contractor)**, (hereinafter referred to as the “Contractor”), whose nine digit Federal ID Number, address and phone number are **(insert federal id number)**, **(insert address)** and **(insert phone number)**.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

(a) This contract **(insert contract number)** shall take effect on **(insert date)**, 200(). The contract shall terminate on **(insert date)**, 200(), unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

3. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State the following **(insert supplies, services, etc.)**.

4. CONSIDERATION/PAYMENT

(a) In consideration for the **(insert supplies or services)** to be provided, the State shall pay according to the following schedule: **(insert pay schedule)**.

(b) The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

5. ACCESS AND RETENTION OF RECORDS

(a) The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

(b) The Contractor agrees to create and retain records supporting the **(insert services rendered or supplies provided)** for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

6. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.)

7. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

8. INSURANCE

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. The insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000.00 per occurrence and \$600,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insured shall reduce or eliminate such deductibles or self-insured retention's as respects the State, its officers, officials, employees, or volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance, indicating compliance with the required coverages, has been received by the Fish, Wildlife & Parks, Purchasing Unit, P.O. Box 200701, Helena, MT 59620-0701. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc.

9. WORKERS' COMPENSATION/INDEPENDENT CONTRACTOR

Contractors are required to maintain workers' compensation or an independent contractors exemption covering the Contractor and/or employees while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period. A renewal document must be sent to the Fish, Wildlife & Parks, Purchasing Unit, P.O. Box 200701, Helena, MT 59620-0701, upon expiration.

10. INTELLECTUAL PROPERTY

(a) All patent and other legal rights in or to inventions arising out of activities funded in whole or in part by this contract must be available to the State for royalty-free and nonexclusive licensing. The Contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of this contract.

(b) The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

12. MONTANA PRODUCT PREFERENCE

The Contractor agrees to provide Montana made goods where those goods are comparable in price and quality to those required by this contract. (See Mont. Code Ann. § 18-1-112(1).)

13. CONTRACT TERMINATION

(a) The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

(b) The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

14. **LIAISON AND SERVICE OF NOTICES**

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison who will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

_____ will be the liaison for the State.

(Address)
(City, State, ZIP)
(Telephone #)
(Fax #)

_____ will be the liaison for the Contractor.

(Address)
(City, State, ZIP)
(Telephone #)
(Fax #)

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

15. **MEETINGS**

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

16. **CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

17. **SCOPE, AMENDMENT AND INTERPRETATION**

(a) This contract consists of **(insert number)** numbered pages, any Attachments as required, RFP FWP #020058 as amended and the Contractor's response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

(b) These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

18. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

MONTANA DEPARTMENT OF FWP

CONTRACTOR'S NAME

ADDRESS

CITY, STATE, ZIP

FEDERAL ID #

BY: _____

(Name/Title)

BY: _____

(Name/Title)

BY: _____

(Signature)

BY: _____

(Signature)

DATE: _____

DATE: _____

Approved as to legal content:

Legal Counsel (Date)
Department of FWP